

UCC-1 Form

FILER INFORMATION

Full name: **R. JEFFREY KNISLEY**

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SEND ACKNOWLEDGEMENT TO

Contact name: **ROBERTS, CARROLL, FELDSTEIN & PEIRCE, INC.**

Mailing Address: **10 WEYBOSSET ST, SUITE 800**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

DEBTOR INFORMATION

Org. Name: **CHARIHO PLAZA, LLC**

Mailing Address: **5 BURLINGTON WOODS, SUITE 103**

City, State Zip Country: **BURLINGTON, MA 01803 USA**

SECURED PARTY INFORMATION

Org. Name: **CENTREVILLE BANK**

Mailing Address: **1218 MAIN STREET**

City, State Zip Country: **WEST WARWICK, RI 02893 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: OUR FILE # 5405-41

COLLATERAL

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

EXHIBIT A

Debtor: Chariho Plaza, LLC
c/o Capstone Properties
5 Burlington Woods, Suite 103
Burlington, MA 01803

Secured Party: Centreville Bank
1218 Main Street
West Warwick, Rhode Island 02893

A continuing security interest in all tangible and intangible personal property of the Debtor, including, but not limited to, the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest, wherever located (all of which are hereinafter collectively referred to as the "Collateral"):

(a) All Accounts and General Intangibles now existing or arising in the future, whether in the ordinary course of the Debtor's business, in respect of the sale of Inventory, or otherwise (including without limitation, (i) all monies due and to become due under any Contract or Account, (ii) any damages arising out of or for breach or default in respect of any such Contract or Account, (iii) all other amounts from time to time paid or payable under or in connection with any such Contract or Account and (iv) the right of the Debtor to terminate any Contract or to perform and to exercise all remedies thereunder);

(b) All Inventory;

(c) All Equipment and Fixtures;

(d) All Investment Property, Deposit Accounts, Chattel Paper, and Commercial Tort Claims;

(e) All ledger sheets, files, records, documents and instruments (including, without

limitation, computer programs, tapes and related data processing software) evidencing an interest in or relating to the foregoing Collateral; and

(f) All instruments, Documents, securities, cash and property, owned by the Debtor or in which Debtor has an interest, which now or hereafter at any time are in the possession and control of the Secured Party or in transit by mail or carrier to or from the Secured Party or in the possession of any third party acting in behalf of the Secured Party, without regard to whether the Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether the Secured Party had conditionally released the same; and

(g) To the extent not otherwise included, all Proceeds of any and all of the foregoing.

DEFINITIONS

"Accounts" shall mean "accounts" within the meaning of the Code and, to the extent not otherwise included therein, all Contract Rights, accounts receivable, instruments, documents and chattel paper; any other obligations or indebtedness owed to the Debtor from whatever source arising; all rights of Debtor to receive any payments in money or kind; all guarantees of Accounts and security therefor; all cash or non-cash Proceeds of all of the foregoing; all of the right, title and interest of Debtor in and with respect to the goods, services or other property which gave rise to or which secure any of the accounts and insurance policies and proceeds relating thereto, and all of the rights of the Debtor as an unpaid seller of goods or services, including, without limitation, the rights of stoppage in transit, replevin, reclamation and resale; and all of the foregoing, whether now existing or hereafter created or acquired.

"Chattel Paper" means a record or records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods, and all other items not specifically set forth herein but which constitute "chattel paper" under the UCC; and all cash and non-cash proceeds of the foregoing, including insurance proceeds. In this paragraph, "monetary obligation" means a monetary obligation secured by the goods or owed

under a lease of the goods and includes a monetary obligation with respect to software used in the goods. If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes "chattel paper".

"Code" or **"UCC"** shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

"Commercial Tort Claims" means a claim arising in tort with respect to which:

- (a) the claimant is an organization; or
- (b) the claimant is an individual and the claim:
 - (i) arose in the course of the claimants business or profession; and
 - (ii) does not include damages arising out of personal injury to or the death of an individual,

and all other items not specifically set forth herein but which constitute "commercial tort claims" under the UCC; and all cash and non-cash proceeds of the foregoing, including insurance proceeds.

"Contract Rights", to the extent not included in the definition of Accounts, shall mean all rights to payment or performance under a Contract not yet earned by performance and not evidenced by an instrument or chattel paper.

"Contract" or "Contracts" shall mean all contracts, agreements and other undertakings of any nature whatsoever pursuant to which the Debtor has entered into a sale or agreement to sell or provide goods or services now or in the future.

"Deposit Accounts" means a demand, time, savings, passbook, or similar account maintained with a bank or other financial institution, and all other items not specifically set forth herein but which constitute "deposit accounts" under the UCC; and all cash and non-cash proceeds of the foregoing, including insurance proceeds.

"Documents" shall mean "documents" within the meaning of the Code.

"Equipment" shall include "equipment" within the meaning of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts

therefor; and all cash or non-cash Proceeds of the foregoing.

"Fixtures" shall mean "fixtures" within the meaning of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefor, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefor.

"General Intangibles" shall mean "general intangibles" within the meaning of the Code to the extent they arise from the sale of goods or services or are used in connection with the production of Inventory, all tax refunds and other claims of the Debtor against any governmental authority, and all choses in action, insurance proceeds, goodwill, patents, copyrights, trademarks, tradenames, customer lists, formulae, trade secrets, licenses, designs, computer software, research and literary rights now owned or hereafter acquired.

"Inventory" shall mean "inventory" within the meaning of the Code, and to the extent not otherwise included therein, all goods, merchandise and other personal property now owned or hereafter acquired by the Debtor which are held for sale or lease, or are furnished or to be furnished under any contract of service or are raw materials, work-in-process, supplies or materials used or consumed in the Debtor's business, and all products thereof, and all substitutions, replacements, additions or accessions therefor and thereto; and any cash or non-cash Proceeds of all of the foregoing, including insurance proceeds.

"Investment Property" means a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract, or commodity account, and all other items not specifically set forth herein but which constitute "investment property" under the UCC; and all cash and non-cash proceeds of the foregoing, including insurance proceeds.

"Proceeds" shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty,

guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.

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